

Before the
Federal Communications Commission
Washington, DC 20554

In the matter of:

Request for Waiver and/or Review
by the Shawnee Mission School District
of a Funding Decision by the
Universal Service Administrative Company

Schools and Libraries Universal
Support Mechanism

CC Docket No. 02-6

Application Nos. 161026051
and 161025981

**REQUEST FOR WAIVER AND/OR REVIEW
BY THE SHAWNEE MISSION SCHOOL DISTRICT
OF A FUNDING DECISION BY THE
UNIVERSAL SERVICE ADMINISTRATIVE COMPANY**

Pursuant to sections 54.719(c) and 54.722 of the Commission's rules,¹ Shawnee Mission School District (SMSD)² hereby respectfully requests a waiver of Commission rules for the Universal Service Schools and Libraries program and a review of a funding decision by the Universal Service Administrative Company (USAC). For the reasons set forth below, the Wireline Competition Bureau (Bureau) should grant this waiver in a streamlined public notice, and remand the affected applications back to USAC for commitments.

USAC denied the applications at issue in this request on the grounds that SMSD failed to remove ineligible components from the bids it received before analyzing the bids. USAC denied one of the applications on the additional ground that SMSD had improperly excluded one bidder from the bid evaluation process. SMSD requests a waiver because even though it was unable to

¹ 47 C.F.R. § 54.719(b), (c); 47 C.F.R. § 54.722(a).

² BEN 137619.

identify and exclude the ineligible services from consideration at the time it selected the winning bid, it nonetheless selected the lowest-priced bid for the eligible services for both applications. Under these circumstances, a waiver is consistent with Commission precedent and is in the public interest. Furthermore, SMSD's exclusion of one bidder was wholly appropriate because that bidder failed to include all of the requested services in its bid.

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I. Background

The Shawnee Mission School District (SMSD) is located in a suburb of Kansas City, Missouri. It is the third largest school district in the state of Kansas. The district has approximately 27,500 students who attend 33 elementary schools, five middle schools, and six high schools. SMSD is in the process of implementing an initiative that will provide each student with a device capable of accessing the Internet and integrating the use of that technology into its curriculum. Accordingly, the district projects it will have 35,000 network users, including students and district employees, by the 2019-2020 school year. SMSD has a district-wide discount rate of 60 percent.

On January 28, 2016, SMSD posted an FCC Form 470 for Category 2 services.³ On its FCC Form 470, SMSD sought bids for E-rate eligible services, including switches and uninterruptible power sources (UPS)/battery back-ups.⁴ Specifically, SMSD sought quotes for 555 units of 2.2 KVA smart UPS and 70 units of 48 VDC external batteries.⁵ It also sought a quote for one Cisco (or equivalent) Nexus 7009 switch, including all necessary licenses, hardware and software components.⁶

UPS Bids. Four companies bid for the UPS services: CDW Government (CDW), Kinetic Technologies, Twotrees Technologies (Twotrees), and Alexander Open Systems (AOS).⁷

³ See Exhibit 1, SMSD FCC Form 470 for Funding Year 2016.

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ See Exhibit 2 (CDW), Exhibit 3 (Kinetic), Exhibit 4 (Twotrees) and Exhibit 5 (AOS).

SMSD selected CDW as providing the most cost-effective services after evaluating its bid.

CDW's bid was the least expensive of the four bidders at \$497,034.60.⁸

Switch Bids. Four companies also bid to provide the Cisco Nexus 7009, or equivalent, switch: Sirius, Network Computer Systems (NCS), AOS, and Twotrees.⁹ Twotrees did not include all of the requested components in its bid, so SMSD evaluated the quotes provided by other three bidders.¹⁰ AOS combined its bids for this switch as well as another project so SMSD considered its bid for the Nexus switch when it considered bids for that project.¹¹ Sirius was selected as the winning bidder as it had the lowest price at \$176,396.70, narrowly beating out AOS, whose bid was \$177,452.¹²

After selecting its winning bidders, SMSD filed applications for the UPS and switching equipment.¹³ SMSD did not intend to request E-rate funding for ineligible services. However, after a review of these applications, USAC determined that SMSD failed to remove the ineligible components from the bids in order to conduct its analysis of the bids.¹⁴ In addition, for the switch bid, USAC found that SMSD did not carefully consider all bids.¹⁵

⁸ See Exhibit 2. The next lowest bidder was Twotrees at \$539,000. See Exhibit 4.

⁹ Exhibit 6 (Sirius), Exhibit 7 (NCS), Exhibit 8 (AOS) and Exhibit 9 (Twotrees).

¹⁰ See Exhibit 9.

¹¹ Because AOS did not differentiate between the two projects in its quotation, it was unclear exactly what AOS was intending to bid for. See Exhibit 8.

¹² See Exhibits 6 and 8.

¹³ Application Nos. 161026051 and 161025981.

¹⁴ Exhibit 10, FY 2016 FCDL for 471 No. 161026051, FRN 1699051920 (UPS FCDL); Exhibit 11, FY 2016 FCDL for 471 No. 161025981, FRN 1699051692 (Switch FCDL).

¹⁵ See Exhibit 10, Switch FCDL. USAC did not provide any further detail or support for its finding.

USAC denied SMSD's application for UPS services on December 19, 2016, and its application for the Nexus Switch on January 4, 2017.¹⁶ As petitioners have 60 days to appeal any decision of USAC, SMSD files this appeal and waiver timely.

II. The Bureau Should Grant SMSD's Waiver Request and Appeal Because a Grant Is Consistent with Commission Precedent.

USAC denied both of the applications at issue in this request on the grounds that SMSD failed to remove ineligible components from the bids it received before analyzing them. USAC denied one of the applications on the additional ground that SMSD had not carefully considered all bidders. SMSD respectfully argues that a waiver is appropriate because, even though it was unable to identify and exclude the ineligible services from consideration at the time it selected the winning bid, it nonetheless selected the lowest-priced bid for the eligible services. Under these circumstances, a waiver is consistent with Commission precedent and is in the public interest. Furthermore, SMSD's exclusion of Twotrees was wholly appropriate because it failed to include all of the requested services in its bid.

As an initial matter, SMSD properly files this request with the Commission, rather than with USAC. Commission rules require parties appealing USAC decisions to first seek relief from USAC, unless the party is seeking a waiver of Commission rules, which only the Commission can grant.¹⁷ One of the FRNs involved in the instant request contains two disputed issues, one of which can *only* be addressed through a waiver. Even though USAC could potentially address the other issue in that FRN, it would make no sense for SMSD to file an appeal with USAC before coming to the Commission when USAC lacks the authority to act on

¹⁶ See Exhibits 10 and 11.

¹⁷ 47 C.F.R. § 54.719(c).

the other denial reason.¹⁸ Accordingly, SMSD respectfully asserts that it is proper to file this request with the Commission.

A. SMSD's Waiver Should Be Granted Because It Selected the Least Expensive Bidder When the Ineligible Services Are Removed from the Evaluation

Any of the Commission's rules may be waived if good cause is shown.¹⁹ The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest.²⁰ In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.²¹

The Commission has explained that while price must be the primary factor considered in selecting a bid, applicants may also take other factors into consideration.²² The Bureau has noted that "[a]lthough applicants may consider factors other than the pre-discount prices of eligible services when determining whether a particular offering is the most cost-effective, applicants must use the price of *eligible* services as the primary factor when selecting the winning offer for E-rate supported services."²³

Here, SMSD admittedly considered the cost of ineligible components in selecting the winning bid, even though it did not intend to do so. However, SMSD respectfully argues that a waiver of sections 54.504 and 54.511 would nonetheless be consistent with Commission

¹⁸ *Id.*

¹⁹ 47 C.F.R. § 1.3.

²⁰ *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (Northeast Cellular).

²¹ *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166.

²² *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9029-30 ¶ 481 (1997).

²³ *Requests for Review of Decisions of the Universal Service Administrator by Spokane School District 81; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 28 FCC Rcd 6026, 6028 ¶ 4 (Wireline Comp. Bur. 2013) (emphasis added).

precedent because SMSD selected the lowest-priced bid when the ineligible services are excluded from the price of the services. The Commission routinely waives the “price-as-the-primary-factor” rule when petitioners can show they selected the least expensive bidder.²⁴

With respect to the UPS services, SMSD has created a chart to demonstrate that CDW, its selected vendor, was the lowest bidder when only the eligible services are considered.²⁵ SMSD now has identified and removed the ineligible services (web cards and extended warranties), and calculated the pricing of the E-rate eligible services.²⁶ As indicated on the chart, CDW offered the lowest option for the E-rate eligible services with a price of \$361,734.60.²⁷ Twotrees’ bid would have been \$390,917.50; AOS’s bid would have been \$397,063.50 and Kinetic’s bid was \$703,942.45.

With respect to the Nexus Switch and associated components, SMSD similarly created a chart to demonstrate that its selected vendor, Sirius, was the lowest bidder when only the eligible services are considered.²⁸ SMSD has now identified and removed the ineligible services (extended warranties and a network analysis module), and calculated the pricing of the E-rate

²⁴ See, e.g., *Request for Review of Decisions of the Universal Service Administrator by Allendale County School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 6109 (Wireline Comp. Bur. 2011) (*Allendale Order*) (finding that a waiver of the Commission’s competitive bidding rules was in the public interest where the petitioners selected the least expensive responsive service offering); see also *Streamlined Resolution of Requests Related to Actions by the Universal Service Administrative Company*, CC Docket No. 02-6, WC Docket Nos. 02-60, 13-184, Public Notice, DA 15-127, at 3 n.7 (WCB, rel. January 29, 2015) (*January 2015 Public Notice*).

²⁵ Exhibit 12.

²⁶ SMSD reached out to its service providers for their assistance in determining which services are eligible and which are not.

²⁷ *Id.*

²⁸ Exhibit 13.

services.²⁹ As indicated on the chart, Sirius was the lowest bidder for the services with a price of \$140,088.80.³⁰ AOS's bid was \$140,945.31 and NCS's bid was \$171,332.49.

In addition to the *Allendale Order*, the Bureau has provided a separate rationale for waiver when the petitioner has demonstrated that the outcome of the competitive bidding process would have been the same had the petitioner evaluated only the eligible services in its procurement analysis. For example, the Bureau found in *Coolidge* that a comparison of the bid evaluation sheets only including E-rate eligible items to the evaluation conducted originally demonstrated that the winning vendor would have been the same if Coolidge had excluded the ineligible components from consideration.³¹ The Bureau found that Coolidge's vendor selection process "was not compromised by its technical violation" of the Commission's rules.³²

Because Sirius and CDW were the lowest bidders with both the eligible and the ineligible services included in the evaluation and when the ineligible services are removed, SMSD's bid evaluations also meets the standard for a waiver in *Coolidge*. Both vendors received the most points for price, under both bid methodologies. Obviously, all other scores on the evaluation would not change. As a result, in addition to the grounds for waiver under the *Allendale Order*, the *Coolidge Order* also provides a separate ground for the Bureau to waive the "price-as-the-primary-factor" rule for SMSD.

²⁹ SMSD reached out to its service providers for their assistance in determining which services are eligible and which are not.

³⁰ *Id.*

³¹ *Requests for Review of Decisions of the Universal Service Administrator by Coolidge Unified School District 21; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 28 FCC Rcd 16907 (Wireline Comp. Bur. 2013) (*Coolidge Order*) (waiving sections 54.504 and 54.511 of the Commission's rules where the record demonstrated that the applicant would have selected the same vendor if it had excluded the price of ineligible items from the "cost" criterion).

³² *Id.*

Finally, a grant of the requested waiver would be in the public interest. SMSD was trying in good faith to follow Commission rules and to purchase the lowest cost services when it initially selected the winning bidders. However, the quotations it received from the vendors did not separate the eligible and ineligible services, and it was difficult to determine which services were E-rate eligible from their quotes.³³ As such, SMSD simply evaluated the pricing of the package of services offered.

SMSD committed no waste, fraud or abuse in its selection of winning vendors. The fact that SMSD has a district-wide discount of 60 percent, and thus has to pay for 40 percent of the E-rate eligible services itself, means it has a significant incentive to purchase the most cost-effective services, and indeed it purchased the least expensive services. It would serve no program purpose to deny funding to the district for its understandable confusion about which services to omit from its evaluation of pricing.

B. SMSD Properly Excluded Twotrees from Its Evaluation Process When Purchasing Its Switching Equipment

Contrary to USAC's finding that SMSD did not carefully consider all of the bids it received for its switching equipment, SMSD did not violate Commission rules when it disqualified Twotrees from further consideration in the switching procurement. Indeed, SMSD's actions demonstrate diligent compliance with both the rules and the intent of those rules. First, SMSD conducted a thorough, detailed process as it carefully considered each bid. It was SMSD's careful consideration that led to the disqualification of Twotrees. Second, the Commission (and USAC's own procedures) allows an applicant to disqualify unqualified

³³ SMSD also would note that the Commission's eligible services list is not very specific with respect to whether some of the services are eligible or ineligible. SMSD thought if there were any issue with the eligibility of the services, USAC would assist with the identification of those services and remove them from the funding request. SMSD is requesting funding only for the eligible services.

bidders, and the Commission has previously found that a disqualification for a vendor's inability to provide the requested services throughout the term of the contract, as happened here, is allowed under program rules.

As an initial matter, SMSD conducted a thorough, detailed competitive bidding process and carefully considered all the bids it received as part of that process.³⁴ SMSD received a number of competing bids, evaluated them diligently, gave due consideration to price as required by program rules, and then chose the most cost-effective services for its needs. It eliminated Twotrees from consideration because Twotrees failed to bid all of the required components.³⁵ There are no concerns of waste, fraud and abuse here, or evidence of any harm to the competitive bidding process due to Twotrees' disqualification.

Second, previous Commission orders and USAC procedures allow for disqualification of bidders, consistent with SMSD's actions here. In *Allendale*, the Commission found that two other applicants had properly disqualified vendors that were unable to meet the requirements of the RFP.³⁶ USAC denied funding to River Rouge and Whittier City school districts because USAC said they failed to consider all bids submitted in response to their posted FCC Forms 470. In both cases, the districts disqualified a vendor that failed meet the requirements of the bid

³⁴ 47 C.F.R. § 54.511(a) (Commission rules provide that "in selecting a provider of eligible services, schools . . . shall carefully consider all bids submitted").

³⁵ SMSD considered AOS's services as part of a bid for a different piece of equipment as AOS did not separate its bids or clearly identify which services it was intending to bid for. To the extent USAC's denial also meant to indicate that SMSD also did not carefully consider AOS's bid, SMSD would respectfully request a waiver as the analysis provided in the previous section would apply to this competitive bidding rule as well. As described previously, SMSD selected the least expensive offering provided by all of the bidders, including AOS. *See, e.g., Allendale Order*.

³⁶ *See Allendale Order* ¶ 13.

request.³⁷ For River Rouge, the vendor failed to respond to all of the items requested.³⁸ Whittier City disqualified a bidder, Advanced Scientific Applications, Inc. (ASA), after further inquiring into the specifics of its proposal.³⁹ Whittier determined that ASA could not provide the requested service on a district-wide basis. In both cases, the Commission found that the applicants *considered* the bids and rejected the disqualified bids only after determining they did not meet the requirements of their respective RFPs.⁴⁰ Specifically, in the case of Whittier, the Commission found that “[b]ased on our review of the record, we find that Whittier also evaluated the responsive bidders consistent with E-rate program rules. The fact that Whittier initiated contact with ASA to discuss the proposal’s terms and conditions, and only rejected the proposal after learning that ASA could not provide the requested services leads us to conclude that Whittier carefully considered ASA’s submission.”⁴¹

Just as in those situations, SMSD “carefully considered” the Twotrees bid and found it lacking. Specifically, the Twotrees bid did not include all of the services that SMSD had requested, the same situation as in River Rouge. The other three bidders included these components as responsive to the bid so there is no reason that Twotrees couldn’t have done so as well. The precedent described above supports SMSD’s decision to disqualify a bid that did not cover all of the requested services.

³⁷ *Id.*

³⁸ *Id.*

³⁹ *Allendale Order* ¶ 14.

⁴⁰ *Allendale Order* ¶¶ 13-14.

⁴¹ *Allendale Order* ¶ 14.

On its website, USAC has stated that an RFP must state specific requirements for disqualification.⁴² There is no requirement more basic than the actual provision of the service requested. It is inherent in competitive bidding processes that the bidder must submit a bid for the services requested. If a school sought bids for a school bus, but a vendor offered a car instead, the school would not have to consider that as a responsive bid. SMSD eliminated Twotrees from further consideration because it did not bid for the requested services. SMSD could not have even compared Twotrees' pricing to the other bidders when it did not include pricing for a significant part of the services requested in its bid.

SMSD selected the most cost-effective services after careful consideration of all the bids it received. For these reasons, we respectfully request that the Commission find that SMSD did not violate the rule requiring applicants to carefully consider all bids. If the Commission believes that the SMSD made some error in its consideration of the bids, then SMSD respectfully requests that the Bureau waive the rule. Consistent with Commission precedent, SMSD selected the least expensive bidder, as demonstrated and explained in the preceding section.

⁴² See <http://usac.org/sl/applicants/step02/evaluation.aspx>. In guidance on its website, USAC certainly expects some vendors to be disqualified. See <http://usac.org/sl/applicants/step02/evaluation.aspx>; see also <http://www.usac.org/res/documents/sl/pdf/samples/Bid-Evaluation-Matrix.pdf>. But see *In the Matter of Requests for Review of Decisions of the Universal Services Administrator by Baltimore City School District and Cobb County School District, Schools and Libraries Universal Service Support Mechanism*, WC Docket No. 02-6, DA 11-1368, ¶ 12 (Wireline Comp. Bur. 2011) (*Baltimore City School District*). In *Baltimore City School District*, the Wireline Competition Bureau required only schools and libraries that wanted to use a multi-tier evaluation process to provide notice of that process, including criteria for disqualification. Here, SMSD did not use a multi-tier evaluation process and so no notice of that type of process or specific disqualification factors was required. *Id.*

III. CONCLUSION

For the foregoing reasons, the Bureau should grant SMSD's request for appeal and waiver in a streamlined public notice issued by the Bureau. The Bureau should also grant a waiver of any other rules as it believes necessary to effectuate a grant of this appeal, and remand the applicants to USAC for commitment.

Respectfully,

/s/ Gina Spade

Gina Spade
Broadband Legal Strategies
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Washington, DC 20006
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(f) 202-789-3530
gina@broadbandlegal.com

February 14, 2017

CERTIFICATE OF SERVICE

This is to certify that on this 14th day of February, a true and correct copy of the foregoing Request for Review was sent via email to:

SLD, Universal Service Administrative Company, Appeals@sl.universalservice.org.

/s/ Theresa Schrader

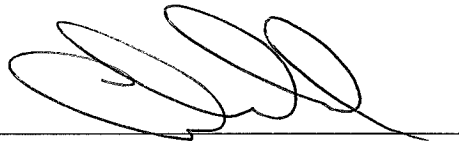
Affidavit of Drew Lane

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

I, Drew Lane, swear:

1. That I am Executive Director of ICT for the Shawnee Mission Unified School District
512. I was hired by the district for that position in July 2014.
2. That I have read the foregoing appeal and avow the information stated therein is true and
correct to the best of my knowledge and belief.

Further Affiant Sayeth Not.

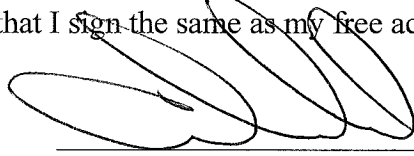
A handwritten signature in black ink, appearing to be 'Drew Lane', written over a horizontal line.

Drew Lane
Executive Director of ICT
Shawnee Mission Unified School District 512
7235 Antioch Road
Shawnee Mission, KS 66204

VERIFICATION


STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

COMES NOW, Drew Lane, and being first duly sworn upon my oath, state that I have read the foregoing Affidavit, and that the facts contained therein are true and correct to the best of my knowledge, information and belief, and that I sign the same as my free act and deed.



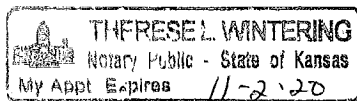
Drew Lane

On this 14 day of February, 2017, before me, a Notary Public in and for said state, personally appeared Drew Lane, known to me to be the person who executed the within Affidavit, and acknowledged to me that he executed the same for the purposes therein stated and that he executed the same as his free act and deed.



Notary Public

My Commission Expires: 11-2-20



Affidavit of Edward Holt

STATE OF KANSAS)

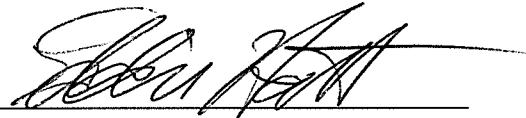
) SS

COUNTY OF DOUGLAS)

I, Edward Holt, swear:

1. That I am Executive Manager of eRate Solutions, L.L.C., an E-rate consultant.
2. I assisted Shawnee Mission School District with its funding year 2016 applications, including the procurement process.
3. That I have read the foregoing appeal and avow the information stated therein is true and correct to the best of my knowledge and belief.

Further Affiant Sayeth Not.

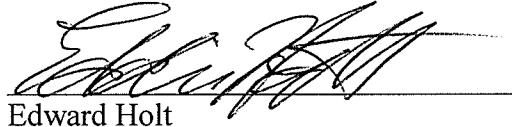


Edward Holt
Executive Manager
eRate Solutions, L.L.C.
P.O. Box 1426
Lawrence, Kansas 66044

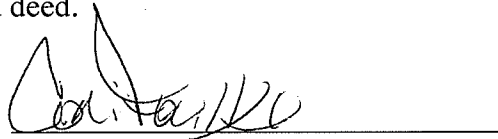
VERIFICATION

STATE OF KANSAS)
) SS
COUNTY OF DOUGLAS)

COMES NOW, Edward Holt, and being first duly sworn upon my oath, state that I have read the foregoing Affidavit, and that the facts contained therein are true and correct to the best of my knowledge, information and belief, and that I sign the same as my free act and deed.


Edward Holt

On this 13th day of February, 2017, before me, a Notary Public in and for said state, personally appeared Edward Holt, known to me to be the person who executed the within Affidavit, and acknowledged to me that he executed the same for the purposes therein stated and that he executed the same as his free act and deed.


Notary Public

My Commission Expires: 0-14-20

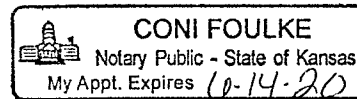


EXHIBIT LIST

Exhibit 1, SMSD FCC Form 470 for Funding Year 2016

Exhibit 2, CDW UPS bid

Exhibit 3, Kinetic UPS bid

Exhibit 4, Twotrees UPS bid

Exhibit 5, AOS UPS bid

Exhibit 6, Sirius switch bid

Exhibit 7, NCS switch bid

Exhibit 8, AOS switch bid

Exhibit 9, Twotrees switch bid

Exhibit 10, FY 2016 FCDL for 471 No. 161026051, FRN 1699051920 (UPS FCDL)

Exhibit 11, FY 2016 FCDL for 471 No. 161025981, FRN 1699051692 (Switch FCDL)

Exhibit 12, UPS Services Bid Comparison Chart

Exhibit 13, Nexus Switch Bid Comparison Chart

Exhibit 1

SMSD FCC Form 470 for Funding Year 2016



FCC Form 470 – Funding Year 2016

Form 470 Application Number: 160021678

SMSD 2016 UPS/Firewall/Switch

Billed Entity

SHAWNEE MISSION SCH DIST 512
7235 ANTIOCH ROAD
SHAWNEE MSN, JOHNSON, KS 66204-1758
913-993-6200

Contact Information

Ed Holt
eddieholt@eratesolutions.com
785-840-0100 ext.105

Billed Entity Number: 137619

FCC Registration Number: 0011775368

Application Type

Applicant Type: School District

Recipients of Services: Pre-K; Public School District

Number of Eligible Entities: 44

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
eRate Solutions, L.L.C.	16024804	866-333-7283	eddieholt@eratesolutions.com

Consultants

Name	Phone Number	Email
Ed Holt	785-840-0100 ext.105	eddieholt@eratesolutions.com

RFPs

Id	Name
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Category One Service Requests

Service Type	Function	Other	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Maintenance and Technical Support?	Associated RFPs
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Description of Other Functions

Id	Name
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Narrative

Category Two Service Requests

Service Type	Function	Manufacturer	Other	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Internal Connections	UPS/Battery Backup	Triplite or equivalent			625	Each	Yes	
Internal Connections	Firewall Service and Components	Cisco Systems or equivalent			1	Each	Yes	

Service Type	Function	Manufacturer	Other	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Internal Connections	Switches	Cisco Systems or equivalent			1	Each	Yes	

Description of Other Manufacturers

Id	Name
----	------

Narrative

Quotes sought on the following products or their equivalents.
555 Tripplite 2.2 KVA Smart UPS 100/110/120V (including tower conversion remote monitor and warranties)
70 Tripplite 48VDC External Battery UPS 2U (including warranties)
1 Cisco Firepower 9300 Firewall (including all necessary hardware and software components)
1 Cisco Nexus 7009 Switch (including all necessary licenses, hardware and software components)

Technical Contact

Bill Shaffer
Director of Network and Technical Services
913-993-8801
billshaffer@smsd.org

State and Local Procurement Restrictions

--

Recipients of Service

Billed Entity Number	Billed Entity Name
137619	SHAWNEE MISSION SCH DIST 512

Certifications

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

Authorized Person

Drew Lane
SHAWNEE MISSION SCH DIST 512
7235 ANTIOCH ROAD
SHAWNEE MSN, JOHNSON, KS 66204-1758
913-993-8801
drewlane@smsd.org

Certified Timestamp

01/28/2016 11:01 AM EST

Exhibit 2
CDW UPS Bid



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO	ACCOUNT NO	DATE
GVQF458	1076412	2/23/2016

BILL TO:

SHAWNEE MISSION USD NO 512
7235 ANTIOCH RD
**ORDERS MUST SHIP
COMPLETE**

SHIP TO:

SHAWNEE MISSION SCHOOLS
Attention To: MARK MOORE
4401 W 103RD ST
INDIAN CREEK - INFO SERVICES

Accounts Payable
SHAWNEE MISSION, KS 66204-
1758

SHAWNEE MISSION, KS 66207-3618
Contact: BILL SHAFFER 913.993.8828

Customer P.O. # TRIPPLITE UPS QUOTE

Customer Phone #

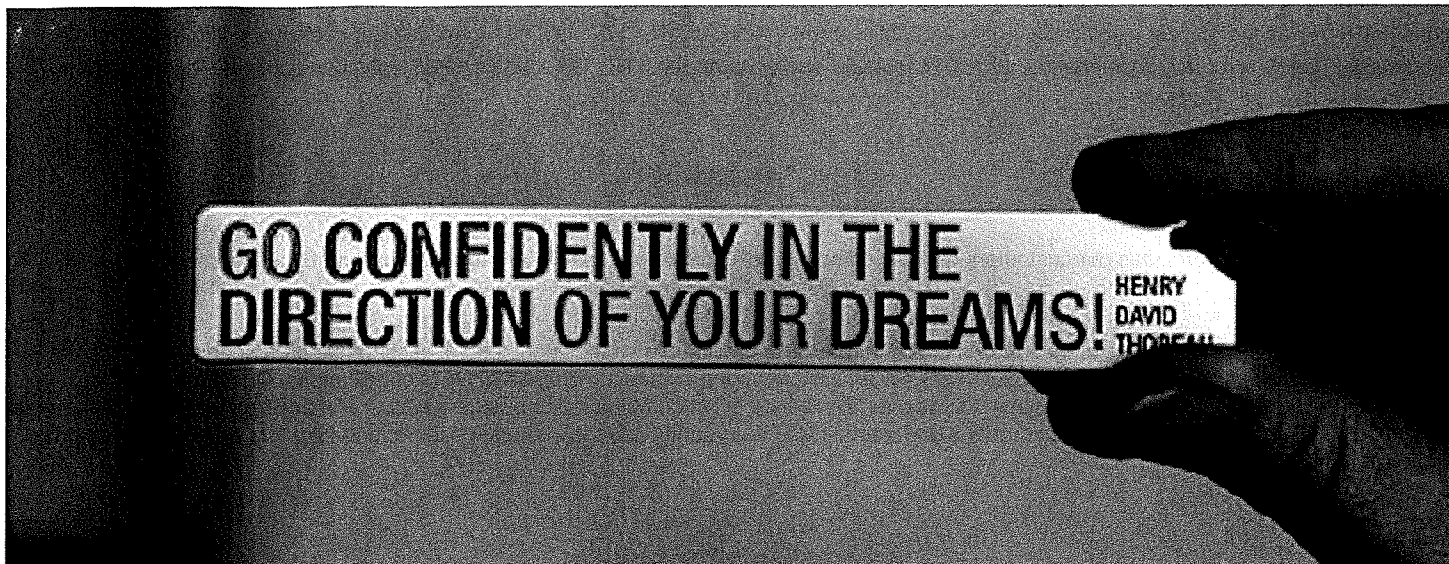
ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE	
STEVE GREMPKA JR 866.224.1670		AIT - Deferred, 3-5 Days	NET 30-VERBAL	KSHXETFQC8	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
555	2445722	TRIPP 2.2KVA SMART UPS 100/110/120V Mfg#: SM2200RMXL2UP Contract: Standard Pricing	564.84	313,486.20	
70	3262571	TRIPP 48VDC EXTERNAL BATTERY UPS 2U Mfg#: BP48V27-2US Contract: Standard Pricing	492.00	34,440.00	
555	565616	TRIPP UPS TOWER CONVERSION 2U-9URM Mfg#: 2-9USTAND Contract: Standard Pricing	24.88	13,808.40	
555	309803	TRIPP UPS REMOTE MONITOR SNMP WEB Mfg#: SNMPWEBCARD Contract: Standard Pricing	100.00	55,500.00	
555	3409619	TRIPP 2YR EXTENDED PRODUCT WARRANTY Mfg#: WEXT2J Contract: Standard Pricing	112.00	62,160.00	
70	3409643	Electronic distribution - NO MEDIA TRIPP 3YR EXTENDED PRODUCT WARRANTY Mfg#: WEXT3M Contract: Standard Pricing	252.00	17,640.00	
SUBTOTAL				497,034.60	
FREIGHT				0.00	
TAX				0.00	
				US Currency	
TOTAL				497,034.60	

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.9488

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Exhibit 3
Kinetic UPS Bid



SHAWNEE MISSION SCH DIST 512

E-Rate Proposal 2016

Internal Connections and Basic Maintenance

Prepared by

KINETIC TECHNOLOGIES

SPIN# 143048144

Contact Information

Client Contact:

SHAWNEE MISSION SCH DIST 512
7235 ANTIOCH ROAD
SHAWNEE MSN, KS 66204
913-993-6200

KINETIC TECHNOLOGIES Contact:

E-Rate Team
2747 E University Dr #30022
Mesa, AZ 85275
480-382-0781
erate@kineticwirelessexperts.com

KINETIC TECHNOLOGIES , Inc. Overview

For a combined 30 years, KINETIC TECHNOLOGIES employees, Inc. have been recognized as the premier business technology services providers dedicated to delivering the highest quality customer service and support. KINETIC TECHNOLOGIES has amassed extensive information technology experience and skills through its works installing wireless networks for various educational institutes and large corporations .KINETIC TECHNOLOGIES is set up to integrate, distribute, and service networks and computer systems in all facets of educational environments. Through seamless working relationships and a thorough understanding of our customers' objectives, KINETIC TECHNOLOGIES helps our clients capture the greater opportunities and increase student outcomes. KINETIC TECHNOLOGIES provides a custom mix of products,

solutions and services that deliver significant and measurable returns. KINETIC TECHNOLOGIES provides our customers with the complete solution; *vision, design, product, implementation, documentation, and support*. KINETIC TECHNOLOGIES solutions achieve tangible results.

Our Capabilities

KINETIC TECHNOLOGIES provides our customers with the complete solution: vision, design, product, implementation, documentation, and support.

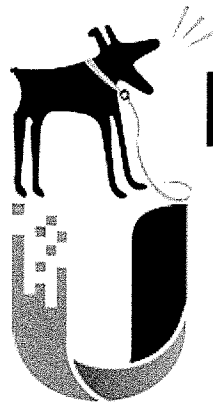
KINETIC TECHNOLOGIES offers customers an attractive alternative to provide network designs and assessments, project deployments and remedial support services. KINETIC TECHNOLOGIES's expert service staff provides a multitude of OEM certifications, Customer Care experience and a professionalism and commitment to service excellence act in combination to ensure a successful engagement. For customer led projects, KINETIC TECHNOLOGIES subject matter experts are a seamless addition to the customer's team, providing the right resource and expertise when it's needed.

Our Valued Partners

KINETIC TECHNOLOGIES recognizes that the quality of our solution partners directly affects the quality and value of the solutions we deliver to our customer. Our strategy is to partner with the best in the industry and strive to obtain the highest level of certification available from all our key partners. KINETIC TECHNOLOGIES Partners with Manufacturer's and Distribution Companies alike to provide the best pricing to your school utilizing our e-rate special pricing.

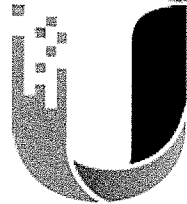
KINETIC TECHNOLOGIES is proud to maintain the following organizations as our strategic business partners.

Just A Few of Our Partners



Ruckus[®]
Simply Better Wireless.

MERU[®]

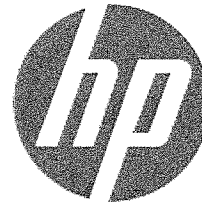


UBIQUITI[®]
NETWORKS

TRIPP-LITE
THE POWER PEOPLE

JUNIPER[®]
NETWORKS

APC



FORTINET[®]

Our Proposal

470 Application - #160021678

Category	Manufacturer	Part #	Discription	Price	Qty	Total
UPS/Battery Backup	Tripplite	SM2200 RMXL2U P	2U Rack SmartPro 120V 2.2kVA 1.92kW Line-Interactive Sine Wave UPS, 2U Rack/Tower, Extended Run, SNMPWEBCARD Option, LCD Display, USB, DB9 Serial Tripp Lite SmartPro - UPS - AC 100/110/120 V - 1.92 kW - 2200 VA - RS-232, USB - 8 output connector(s) - 2U - 19	\$1,196.57	555.00	\$664,096.35
Firewall Service and Components	Cisco Systems	FPR-C9300-AC	Cisco Firepower 9300 Chassis for AC Power Supply, 0 PSU/4 fans	\$24,344.55	2.00	\$48,689.10
Firewall Service and Components	Cisco Systems	CON-SNT-FPRC93AC	TAKEOVER SMARTNET NBD 8X5 FIREPOWER 9300 CHASS	\$2,400.00	3.00	\$7,200.00
Switches	Cisco Systems	N7K-C7009	Cisco Nexus 7009 Switch Chassis - Manageable - Stack Port - 9 x Expansion Slots - 2 Layer Supported - Redundant Power Supply - 14U High POWER SUPPLY	\$15,483.18	1.00	\$15,483.18

INCLUDES FANS

UPS/Battery Backup	Tripplite 42U	BP48V2	Tripp Lite External Battery Pack - Maintenance-free Lead Acid 1500-3000VA 2U RACKMOUNT UPS	\$569.23	625.00 70	\$355,767.81 \$39,846.10
				For APPLES To APPLES COMPARISON		

Grand Total

\$1,091,236.44

Notes From Technical Expert:

References

Casa Blanca Community School
Simone Ibeere
Technology Director
520-315-3489

Bryan University
Lee Pollok
System Administrator
(480) 993-8768

Our Methodology

KINETIC TECHNOLOGIES is committed to producing high quality results as efficiently as possible for our customers. This is why we have embraced professional project management as the cornerstone of every project we undertake.

KINETIC TECHNOLOGIES's approach to Project Management incorporates a unique blending of both Strategic and Tactical monitoring and control techniques thus realizing the "how" of the work we perform. We have achieved this via formal planning techniques and sophisticated virtualized work-flows - "Guides to Assembly" which are real mechanisms that help guide project participants through communication channels and work assignments in order to realize task sequence, manage risk, and avoid re-work.

KINETIC TECHNOLOGIES's Enterprise Project Management Organization has a large core of project managers who work with our customer and the assigned KINETIC TECHNOLOGIES technical project team to ensure we deliver on our promise. Our PM's have a strong technical background necessary to provide the management and guidance required to keep projects on time and on budget.

For projects requiring project management (typically 80+ hours of technical services), KINETIC TECHNOLOGIES will adhere to the following guidelines:

Introduction Call

Within 2 days business days of PMO notification, a KINETIC TECHNOLOGIES Project Manager will contact you for an introduction and to answer any questions you might have.

Schedule External Kickoff

Within 3 business days of the introduction call, the Project Manager will call again to arrange a time and date to set up an initial "Customer Kickoff" meeting with you and your team.

(Between the Introduction Call and the subsequent Kick-Off Meeting, KINETIC TECHNOLOGIES assembles the project team for a Internal Kickoff or formal review of the project's characteristics, inherent risks, and to perform formal planning and scheduling.)

Kick-Off Meeting

Approximately 10 business days from the Introduction Call, the Customer Kick-Off will be held the purpose of this meeting:

- Acceptance of Initiation Documentation, Risk Review and Top Down Structured Planning (TDSP)
- Walk through (if needed depending on Solution purchased)
- Scheduling of Blueprint Meeting (s)

*Depending on the size and complexity of the project, planning sessions and the subsequent creation of schedules and other administrative project management artifacts such as risk plans, communications plans, and resource scheduling, can extend out from the intervals shown above.

Project Management process may be customized based on factors such as project size, urgency or complexity.

Clarifications and Exceptions

- Project Length** - To be determined.
- Site Conditions** - Kinetic Technologies assumes that proposed site conditions will permit the completion of all aspects of this scope of project without undue additional cost to the contractor. Imperfections in construction conditions, which adversely affect Kinetic Technologies ability to execute its scope of project, may result in additional costs to the customer.
- Access** - No conduit, conduit sleeve installations or coring within the buildings are provided for in this proposal at this time.
- Trenching** - It has been assumed that the trench pathway does not cross any utilities, pavement, concrete etc. This has been assumed to be classified as a soft dig. Note: If Blue stake is required for identification of the utilities the school must request Blue stake to come to their site.
- Change Orders** - No changes, either adds or deletions to the agreed upon scope of project will take place without written approval of the designated customer contact and written acknowledgement of the Kinetic Technologies Project Manager. All changes will be submitted on an Kinetic Technologies Project-Change order prior to any changes occurring, and only the changes on these forms will be recognized.
- Work Hours** - All work to be performed during normal business hours. There is no overtime allotted for in this proposal at this time. Time will be allotted to work an off hours schedule to accommodate any in school time. Access to rooms must be provided to avoid any stop and wait time to open class rooms and buildings.
- Equipment Lift** - An equipment lift has not been included in this proposal.
- Asbestos** - It has been assumed that all buildings are free from asbestos.
- Drop Ceiling** - It has been assumed the buildings have drop ceilings. If conduit or latch duct is required to conceal the communications cables then a change order will be issued.

E-Rate Project Terms

All sections of this project, other than those sections expressly identified as NON ERATE or ERATE Ineligible, are contingent upon Funding Commitments issued through the FCC E-RATE program, as identified through an FCDL issued by the USAC-SLD of the FCC to the customer.

Upon issuance of an FCDL and confirmation of intent to proceed by the customer in the form of a duly filed Form 486 with the SLD, KINETIC TECHNOLOGIES will order all equipment and items approved by the SLD for funding. KINETIC TECHNOLOGIES will then invoice the SLD and the District for their respective amounts as customer requested service are initiated and delivered. KINETIC TECHNOLOGIES will also invoice the district for its full matching "undiscounted" amounts and any project costs in excess of the SLD funding commitment.

In the event that a funding commitment from the SLD has not yet been received, the customer may elect to proceed with the project in advance of a funding commitment, so far as work commences within the fiscal Guidelines Provided by SLD. If the customer elects to proceed with the project in advance of receiving necessary funding commitments from the SLD, KINETIC TECHNOLOGIES will invoice the customer all project costs in FULL, including otherwise discounted amounts anticipated from the SLD. At such time funding commitments are received from the SLD, the customer may then seek reimbursement for the discounted committed funding amounts from the SLD by filing a 472 Bear form, which KINETIC TECHNOLOGIES will certify for work completed or in-progress.

In the event that government funding does not come through AND the customer had not elected to proceed with the project in advance of a

funding commitment, the customer has the option to cancel the contract.

KINETIC TECHNOLOGIES, Inc. SPIN: 143048144

CUSTOMER

SHAWNEE MISSION SCH DIST 512

Printed Name: _____

Signature: _____

Title: _____

Date: _____

PO#: _____

CONTRACTOR

Kinetic Technologies LLC

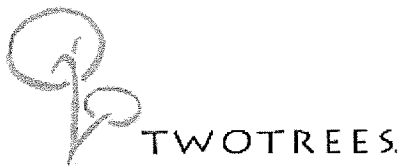
Printed Name: _____

Signature: _____

Title: _____

Date: _____

Exhibit 4
Twotrees UPS Bid



Twotrees Technologies
 200 North Emporia
 Suite #3
 Wichita, Kansas 67202
 United States
<http://www.twotrees.com>
 (P) 800-364-5700
 (F) 316-636-2166

Quotation (Open)

Date

Feb 12, 2016 04:57 PM CST

Doc

9042 - rev 1 of 1

Description

Tripp Lite UPS 470 FY2016

SalesRep

Herman, Leeanna
 (P) 800-364-5700

Customer Contact

Shaffer, Bill
 (P) 913-993-8801
billshaffer@smsd.org

Customer

Shawnee Mission School
 District (SM1348)
 Shaffer, Bill
 7235 Antioch Rd.
 Shawnee Mission, KS 66204
 United States
 (P) 913-993-6200

Bill To

Shawnee Mission School District
 Payable, Accounts
 7235 Antioch Rd.
 Shawnee Mission, KS 66204
 United States
 (P) 913-993-6200

Ship To

Shawnee Mission School District
 Shaffer, Bill
 4401 W. 103rd St.
 Overland Park, KS 66207
 United States
 (P) 913-993-8801
billshaffer@smsd.org

Customer PO:

Terms:

Undefined

Ship Via:

UPS Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Tripp Lite SmartPro UPS - AC 100/110/120 V - 1.92 kW - 2200 VA - RS-232, USB - output connectors: 8 - 2U - 19"	SM2200RML2UP	555	\$604.00	\$335,220.00
2	Tripp Lite Rack to tower conversion kit	2-9USTAND	555	\$32.50	\$18,037.50
3	Tripp Lite Remote management adapter - 10Mb LAN - 10Base-T	SNMPWEBCARD	555	\$110.50	\$61,327.50
4	Tripp Lite Extended Warranty Extended service agreement - parts and labor - 2 years	WEXT2J	555	\$123.00	\$68,265.00
5	Tripp Lite External Battery Pack Battery enclosure (rack-mountable) - 2U - 19"	BP48V27-2US	70	\$538.00	\$37,660.00
6	Tripp Lite Extended Warranty Extended service agreement - parts and labor - 3 years	WEXT3M	70	\$277.00	\$19,390.00

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

Subtotal: \$539,900.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$539,900.00

Quote is valid until E-Rate 471 closing date.

Twotrees SPIN is 143004463

USF Contingency

This contract is contingent upon your district receiving Universal Services Fund funding approval and Board of Education approval.

Twotrees Technologies

By: _____

Name: _____

Title: _____

Date: _____

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 5
AOS UPS Bid

AOS

Expect the Best!

Project Name: Shawnee Mission Public Schools

UPS Hardware

UPS Hardware			Unit Cost	Total
Qty	Part Number	Description		
555	PS2200RT3-120XR	Liebert PSI 1920VA/1920W; 120VAC (UL Listed); Extended Run	\$687.46	\$381,538.08
70	PSRT3-48VBXR	External Battery Cabinet	\$221.76	\$15,523.20
			<u>Total:</u>	<u>\$397,061.28</u>
			<i>Estimated freight to job site..... \$4,000.00</i>	
(FOB factory, dock to dock, common carrier, non-expedited, single shipment to SMSD)				

Web Card

Qty	Part Number	Description	Unit Cost	Total
555	WEBCARD-RT3	Liebert PSI UPS Web Card	\$95.32	\$52,902.05
			Total:	\$52,902.05

3 Year Extended Parts Only Warranty (for 5 Years total)

Qty	Part Number	Description	Unit Cost	Total
555	3WEPS2200RT3XR	3 Year Extended Warranty UPS	\$210.63	\$116,899.65
70	3WEPSRT3-48VBXR	3 Year Extended Warranty Battery Cabinet	\$71.76	\$5,022.99
			Total:	\$121,922.64
			Grand Total:	\$571,885.97

Notes:

Pricing is valid for 45 days.

Exhibit 6
Sirius Switch Bid



Quote Date: 03/04/16
Expires: 04/03/2016
Networking - N7009
Proposal #: PR124684.2

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512
7235 ANTICOH
SHAWNEE MISSION, KS 66204

Sirius Computer Solutions
10100 Reunion Place, Suite 500
San Antonio, TX 78216
www.siriuscom.com

Client Executive:
Derrick Carpenter
Phone: (913) 322-2004
Email:
derrick.carpenter@siriuscom.com

Part #	Description	Qty	Ext. Sale Price
N2K-C2248TP-E	N2K-C2248TP-E-1GE (48x100/1000-T+4x10GE), airflow/PS option	2	\$7,560.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4	\$0.00
N2248TP-E-BA-BUN	Reversed Airflow pack:N2K-C2248TP-E-1GE,2 AC PS,1Fan	2	\$0.00
CON-SNT-2248EBA	SNTC-8X5XNBD Reversed Airflow pack:N2K-C2248TP-E-1GE 12 Months	2	\$306.80
CON-SNT-C2248TPE	Null SKU-No line item services included 12 Months	2	\$0.00
N7K-C7009-B2S2E-R	Nexus7009 Bundle(Chassis,2xSUP2E,5xFAB2),No Power Supplies	1	\$47,040.00
CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US	4	\$0.00
DCNM-N7K-K9-SBUN	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	1	\$0.00
DCNM-PAK	DCNM Advanced License Kit for Nexus and MDS switches	1	\$0.00
N7K-AC-6.0KW	Nexus 7000 - 6.0KW AC Power Supply Module	2	\$5,040.00
N7K-ADV1K9-SBUN	Nexus 7000 Advanced LAN Enterprise License (VDC, CTS ONLY)	1	\$0.00
N7K-C7009-FAB-2	Nexus 7000 - 9 Slot Chassis - 110Gbps/Slot Fabric Module	5	\$0.00
N7K-C7009-FD-MB	Nexus 7009 Front Door Kit	1	\$630.00
N7K-DP-CORE	N7K or N77 DC Core Deployment; For Tracking Only	1	\$0.00
N7K-EL21K9-SBUN	Nexus 7000 Enhanced layer 2 (includes FabricPath, RISE)	1	\$0.00
N7K-F248XP-25E	Nexus 7000 F2-Series 48 Port 1/10G (SFP+) Enhanced	2	\$36,960.00
N7K-F248XT-25E-P1	Nexus 7000 F2-Series 48 Port 1/10GBase-T (RJ-45) Enhanced	1	\$12,180.00
N7K-LAN1K9-SBUN	Nexus 7000 LAN Enterprise License (L3 protocols)	1	\$0.00
N7K-NAM-SW-6.1-K9	Cisco Prime NAM Software Version 6.1 for NAM-NX	1	\$0.00
N7K-SBUN-P1	Includes LAN, ADV, TRS, EL2, DCMN License - Promotion	1	\$21,000.00
N7K-SM-NAM-9G-K9	Cisco Nexus 7000 Series Network Analysis Module (NAM-NX1)	1	\$31,497.90
N7K-SM-NAM-K9	Cisco Nexus 7000 Series NAM Hardware	1	\$0.00
N7K-SUP2E	Nexus 7000 - Supervisor 2 Enhanced,Includes 8GB USB Flash	2	\$0.00
N7K-TRS1K9-SBUN	Nexus 7000 Transport Services License	1	\$0.00
N7K-USB-8GB	Nexus 7K USB Flash Memory - 8GB (Log Flash)	2	\$0.00
N7KS2K9-72	Cisco NX-OS Release 7.2 for Nexus 7000 Series	1	\$0.00
CON-SAU-N7DCNMSB	SW APP SUPP + UPGR DCMN for LAN Enterpr 12 Months	1	\$910.00
CON-SAU-N7KSBUN1	SW APP SUPP + UPGR Includes LAN, ADV, T 12 Months	1	\$0.00
CON-SNT-N7K-C7009	SNTC-8X5XNBD Nexus7009 Bundle(Cha 12 Months	1	\$5,818.80
CON-SNT-N7KSMNK9	SNTC-8X5XNBD Cisco Nexus 7000 Ser 12 Months	1	\$3,900.00
SFP-10G-SR=	10GBASE-SR SFP Module	8	\$3,343.20
SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	2	\$84.00
SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter	2	\$126.00
Total			\$176,396.70

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. Any shipping and handling charges contained on this proposal are estimates, which may be adjusted at the time of invoice.

This proposal is valid if ordered on or before 04/03/2016.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512 or any party within SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512 who is not privileged to receive such information.

PURCHASE TERMS AND CONDITIONS

1. **Purchase Price; Payment; Taxes.** Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.

2. **Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.

3. **Freight Costs; Delivery.** Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.

4. **Title; Security Interest.** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.

5. **Returns.** No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. **Limited Warranties.** Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Limitation of Liability.** IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. **Applicable Law.** The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.



9. Arbitration. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. General. The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512 will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by:
SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

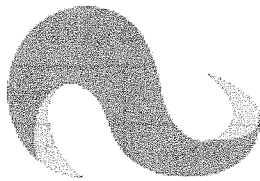
Date Signed

Date Signed

Ship to Address:

Bill to Address:

Exhibit 7
NCS Switch Bid



Network Computer Solutions

PO Box 852
Manhattan, KS 66505

785-776-9088

Estimate

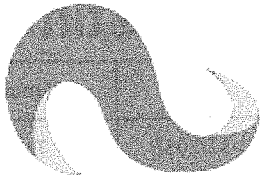
Date	Estimate #
3/11/2016	7241

Name / Address
USD 512 Shawnee Mission Bill Shaffer 7235 Antioch Rd Shawnee Mission, KS 66204-1758

Bid Number	Job #
160021678	

Description	Qty	Total
Cisco Equipment Bid 1		
N2K-C2248TP-E N2K-C2248TP-E-1GE 48X 100/1000 T+4X10GE	2	8,871.43
CON-SW-2248EBA BASE REVERSED AIRFLOW PK N2K-C2248TPE1GE	2	316.81
SFP-H10GB-CU5M= 5M CBL 10GBASE-CU SFP+ 1000BASE-X - SFP	2	147.86
SFP-H10GB-CU3M= 3M 10GBASE-CU SFP CBL.	2	98.57
SFP-10G-SR= CISCO 10GBASE-SR SFP MOD	8	3,923.14
N7K-C7009-B2S2E-RCTO NEXUS7009 BDL CHAS 2XSUP2E 5XFAB2 NO	1	55,200.00
CON-SNT-N7K-C7009SMARTNET 8X5XNBD NEXUS7009 BDL	1	7,385.40
N7K-AC-6.0KW CTO NEXUS 7000 - 6.0KW AC P/S MOD	2	5,914.29
N7K-SBUN-P1 CTO N7K S/W LIC BDL LTD TIME PROMO	1	31,071.43
CON-SAU-N7DCNMSB SW APP SUPP + UPG DCNM FOR LAN ENTERPR	1	1,155.00
N7K-MODULE-BLANK= NEXUS 7000 MOD BLANK SLOT COVER	3	147.86
N7K-C7009-FD-MB= NEXUS 7009 FRONT DOOR KIT	1	739.28
N7K-F248XT-25E-P1= NEXUS 7000 F2-SERIES 48PT 1/10GBASE-T RJ	1	14,292.85
Subtotal		
Sales Tax (8.75%)		
Total		

*NCS return policy is governed by our distributors. Any returned item opened or factory seal broken will not be accepted. Restocking and/or shipping fees will be applied.



Network Computer Solutions

PO Box 852
Manhattan, KS 66505

785-776-9088

Estimate

Date	Estimate #
3/11/2016	7241

Name / Address
USD 512 Shawnee Mission Bill Shaffer 7235 Antioch Rd Shawnee Mission, KS 66204-1758

Bid Number	Job #
160021678	

Description	Qty	Total
N7K-F248XP-25E= NEXUS 7000 F2-SERIES 48PT 1/10G SFP+ ENH	1	21,685.71
N7K-F248XP-25E= NEXUS 7000 F2-SERIES 48PT 1/10G SFP+ ENH	1	21,685.71
N7K-SM-NAM-9G-K9= NEXUS 7000 SERIES NTWK ANALYSIS MOD NAM	1	46,604.04
CON-SNT-N7KSMNK9 SMARTNET 8X5XNBD FOR N7K-SM-NAM-9G-K9	1	4,950.00
Subtotal		\$224,189.38
Sales Tax (8.75%)		\$0.00
Total		\$224,189.38

*NCS return policy is governed by our distributors. Any returned item opened or factory seal broken will not be accepted. Restocking and/or shipping fees will be applied.

Exhibit 8
AOS Switch Bid

Alexander Open Systems, Inc.

QUOTATION

Kansas City

12980 Foster #300
Overland Park, KS 66213
Phone: 913-307-2300
Fax: 913-307-2380

Wichita

Epic Center
301 N. Main #1850
Wichita, KS 67202
Phone: 316-269-1400
Fax: 316-269-1403

Topeka

900 Kansas Suite# 303
Topeka, KS 66612
Phone: 785-228-2727
Fax: 785-228-9677

Quote No.: Q119596
Customer ID: SHAMI-001
Date: 2/26/2016
Sales Rep: SAMV
Designer: GREGM

2

Please visit www.aos5.com for a complete listing of all service areas

2.00	Cisco FireSIGHT CPU 15M Cache, 2.60 GHz	0.00	0.00
4.00	Cisco FireSIGHT 16G 1600MHZ non-mirrored RAM	0.00	0.00
1.00	Cisco FireSIGHT MegaRaid PCIe SAS Controller with Supercap	0.00	0.00
1.00	Enable RAID 5 Setting	0.00	0.00
4.00	Cisco FireSIGHT 600GB SAS Drive	0.00	0.00
1.00	Cisco FireSIGHT X520-DA2 10 Gbps 2 port NIC	0.00	0.00
1.00	Cisco FireSIGHT Flexible 16GB Flash Card	0.00	0.00
			\$18,721.56
2.00	N2K-C2248TP-E-1GE (48x100/1000-T+4x10GE), airflow/PS option	3,804.30	7,608.60
2.00	1 YR Null SKU-No line item services included	0.00	0.00
4.00	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00
2.00	Reversed Airflow pack:N2K-C2248TP-E-1GE,2 AC PS,1Fan	0.00	0.00
2.00	1 YR SNTC-8X5XNBD Reversed Airflow pack:N2K-C2248TP-E-1GE	153.28	306.56
			\$7,915.16
2.00	10GBASE-CU SFP+ Cable 5 Meter	63.41	126.81
2.00	10GBASE-CU SFP+ Cable 3 Meter	42.27	84.54
8.00	10GBASE-SR SFP Module	420.59	3,364.70
			\$3,576.05
1.00	Nexus7009 Bundle(Chassis,2xSUP2E,5xFAB2),No Power Supplies	47,342.40	47,342.40
1.00	1 YR SNTC-8X5XNBD Nexus7009 Bundle(Cha	5,814.32	5,814.32
3.00	Nexus 7000 - I/O Module Blank Slot Cover	0.00	0.00
1.00	Cisco NX-OS Release 7.2 for Nexus 7000 Series	0.00	0.00
5.00	Nexus 7000 - 9 Slot Chassis - 110Gbps/Slot Fabric Module	0.00	0.00
1.00	Nexus 7009 Front Door Kit	634.05	634.05
1.00	N7K or N77 DC Core Deployment; For Tracking Only	0.00	0.00
2.00	Nexus 7000 - 6.0KW AC Power Supply Module	2,536.20	5,072.40
1.00	Nexus 7000 - Supervisor 2 Enhanced,Includes 8GB USB Flash	0.00	0.00
1.00	Nexus 7K USB Flash Memory - 8GB (Log Flash)	0.00	0.00
1.00	Nexus 7000 - Supervisor 2 Enhanced,Includes 8GB USB Flash	0.00	0.00
1.00	Nexus 7K USB Flash Memory - 8GB (Log Flash)	0.00	0.00
1.00	Nexus 7000 F2-Series 48 Port 1/10G (SFP+) Enhanced	18,598.80	18,598.80
1.00	Nexus 7000 F2-Series 48 Port 1/10G (SFP+) Enhanced	18,598.80	18,598.80
1.00	Nexus 7000 F2-Series 48 Port 1/10GBase-T (RJ-45) Enhanced	12,258.30	12,258.30
1.00	Cisco Nexus 7000 Series Network Analysis Module (NAM-NX1)	31,700.39	31,700.39
1.00	1 YR SNTC-8X5XNBD Cisco Nexus 7000 Ser	3,897.00	3,897.00
1.00	Cisco Nexus 7000 Series NAM Hardware	0.00	0.00
4.00	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US	0.00	0.00
1.00	Cisco Prime NAM Software Version 6.1 for NAM-NX	0.00	0.00
1.00	DCNM Advanced License Kit for Nexus and MDS switches	0.00	0.00
1.00	Includes LAN, ADV, TRS, EL2, DCMN License - Promotion	21,135.00	21,135.00
1.00	1 YR SW APP SUPP + UPGR Includes LAN, ADV, T	0.00	0.00
1.00	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	0.00	0.00
1.00	1 YR SW APP SUPP + UPGR DCMN for LAN Enterpr	909.30	909.30

GOES
WITH
NEXUS
7009
BUNDLE

Alexander Open Systems, Inc.

QUOTATION

Kansas City

12980 Foster #300
Overland Park, KS 66213
Phone: 913-307-2300
Fax: 913-307-2380

Wichita

Epic Center
301 N. Main #1850
Wichita, KS 67202
Phone: 316-269-1400
Fax: 316-269-1403

Topeka

900 Kansas Suite# 303
Topeka, KS 66612
Phone: 785-228-2727
Fax: 785-228-9677

Quote No.: Q119596
Customer ID: SHAMI-001
Date: 2/26/2016
Sales Rep: SAMV
Designer: GREGM

3

Please visit www.aos5.com for a complete listing of all service areas

1.00	Nexus 7000 LAN Enterprise License (L3 protocols)	0.00	0.00
1.00	Nexus 7000 Enhanced layer 2 (includes FabricPath, RISE)	0.00	0.00
1.00	Nexus 7000 Advanced LAN Enterprise License (VDC, CTS ONLY)	0.00	0.00
1.00	Nexus 7000 Transport Services License	0.00	0.00
			<hr/>
			\$165,960.76
<hr/>			
1.00	10 Prepaid Training Credits:Redeem W/Cisco Learning Partners	0.00	0.00
			<hr/>
Merchandise Total			\$277,607.26
			<hr/>
Shipping			\$2,776.07
			<hr/>
Document Total			\$280,383.33
			<hr/>

Above quoted pricing is valid until 3/22/2016.

Quoted pricing does not include sales tax. Sales tax, if applicable, will be charged on final invoice. All taxable items will be charged appropriate tax rates based on end users jurisdiction.

If customer is tax exempt, a valid tax exemption permit must be on file with AOS at the time of billing.

Total solution financing is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.*

**Restrictions apply. Subject to credit approval and documentation.*

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature

Date

Exhibit 9
Twotrees Switch Bid



Twotrees Technologies
 200 North Emporia
 Suite #3
 Wichita, Kansas 67202
 United States
<http://www.twotrees.com>
 (P) 800-364-5700
 (F) 316-636-2166

Quotation (Open)

Date

Feb 15, 2016 02:41 PM CST

Doc

9049 - rev 1 of 1

Description

Cisco Nexus 470 FY2016

SalesRep

Herman, Leeanna
 (P) 800-364-5700

Customer Contact

Shaffer, Bill
 (P) 913-993-8801
billshaffer@smsd.org

Customer

Shawnee Mission School
 District (SM1348)
 Shaffer, Bill
 7235 Antioch Rd.
 Shawnee Mission, KS 66204
 United States
 (P) 913-993-6200

Bill To

Shawnee Mission School District
 Payable, Accounts
 7235 Antioch Rd.
 Shawnee Mission, KS 66204
 United States
 (P) 913-993-6200

Ship To

Shawnee Mission School District
 Shaffer, Bill
 4401 W. 103rd St.
 Overland Park, KS 66207
 United States
 (P) 913-993-8801
billshaffer@smsd.org

Customer PO:

Terms:

Undefined

Ship Via:

UPS Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Cisco Nexus 7000 Series 9-Slot Chassis Switch - rack-mountable - with fan tray	N7K-C7009	1	\$12,626.00	\$12,626.00
2	Cisco SMARTnet Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: N7K-C7009, N7K-C7009=	CON-SNT-C7009	1	\$6,130.00	\$6,130.00
3	Cisco Nexus 7000 Series 9-Slot Chassis 110Gbps/Slot Fabric Module Switch - managed - plug-in module	N7K-C7009-FAB-2	3	\$7,505.00	\$22,515.00
4	Cisco Power supply - hot-plug / redundant (plug-in module) - AC 110-240 V - 6000 Watt - for Nexus 7000, 7010	N7K-AC-6.0KW	1	\$3,788.00	\$3,788.00
5	Cisco NX-OS Enterprise LAN License - 1 license	N7K-LAN1K9	1	\$9,385.00	\$9,385.00
6	Cisco Nexus 7000 Series Supervisor 2 Module Control processor - plug-in module - for Nexus 7000, 7009, 7010, 7010 Fabric-2	N7K-SUP2	1	\$15,635.00	\$15,635.00
7	Cisco USB flash drive - 8 GB - USB - for P/N: N7K-SUP2, N7K-SUP2E	N7K-USB-8GB	1	\$892.00	\$892.00

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

Subtotal: \$70,971.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$70,971.00

Quote is valid until E-Rate 471 closing date.

Twotrees SPIN is 143004463

USF Contingency

This contract is contingent upon your district receiving Universal Services Fund funding approval and Board of Education approval.

Twotrees Technologies

By: _____

Name: _____

Title: _____

Date: _____

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 10

FY 2016 FCDL for 471 No. 161026051, FRN 1699051920 (UPS FCDL)



E-Rate Productivity Center Thank you for your Funding Year 2016 Application for Universal Service Support and for any assistance you provided throughout our review.

This post contains your Funding Commitment Decision Letter for the FY 2016 FCC Form 471 Application Number 161026051 for SHAWNEE MISSION SCH DIST 512 – BEN 137619. The attached .csv file contains information about the committed status of the funding requests, and the FCDL Supplement contains additional important information. The FCDL date is 12/19/2016.

Please open the .csv file below for complete details about the commitments made for each of the Funding Requests. This file can be opened in any spreadsheet program. To make the information easier to read, first select the entire spreadsheet and then expand all of the columns in the document (in Excel, double click on the divider between the column headings, A, B, etc).

We are also sending this information to your service providers so that preparations can begin for delivering services based on the approved discount(s) after you file your FCC Form 486, Receipt of Service Confirmation Form.

The FCDL Supplement document provides more important information including steps for appealing USAC's funding decisions.

The "More Info" link below provides summary data about the commitments made to your company in this wave. Click on the date/time below to display the entire notification for easy printing.

Next Steps:

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review the Children's Internet Protection Act (CIPA) requirements.
- File the FCC Form 486 once you are ready to begin receiving services.
- If you are paying the full bill, invoice USAC using the FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form.



[FY 2016 FCDL Supplement](#)
PDF 113 KB



[FCC Form 471 - 161026051 - SHAWNEE MISSION SCH DIST 512](#)
CSV 2 KB

SMSD UPS 2016 - #16...

Dec 19, 2016 ☆ 🔒 [Comment](#) [Hide Info](#) ▲

FCC Form 471
Application Number 161026051

Billed Entity Number
(BEN) 137619

Billed Entity Name SHAWNEE MISSION SCH DIST 512

Billed Entity FCC RN 0011775368

Applicant's Form
Identifier SMSD UPS 2016

FCDL Date Dec 19, 2016

Approved Amount \$0.00

Denied Amount \$224,804.57

Notification
Generated By eddieholt@eratesolutions.com

Notification
Generated On 12/19/2016 11:17 AM EST

BEN	BEN_NAME	FRN	FCC Form 471	Status	Service Type	Establishing FCC Form 470	SPIN	Service Provider	Contract Number	Account Number	Service Start Date	Contract Expiration Date	Award Date	Expiration Date (All Extensions)	Months Of Service In Funding Year	Total Eligible Recurring Charges	Total Eligible One Time Charges	Total Pre- Discount Charges	Discount Rate	Committed Amount	Application FCDL Comments	FCDL Comments	Wave Number	Last Allowable Date For One Time Services	Consultan t Name	CRN	Consultant Employer Name
137619	SHAWNEE MISSION SCH DIST 512	1699051920	161026051	Denied	Internal Connections	160021678	143005588	CDW/ Government LLC			7/1/2016	6/30/2017	4/11/2016		12	\$0.00	\$374,674.28	\$374,674.28	60.00%	\$0.00	The Total Number of Part-Time Students for entity 17008652 was decreased from 8452 to 621 students that could be validated by third party data. The applicant supplied valid third party data to support the lower than requested Total Number of Part-Time Students for this school.	DR1: Documentation provided during the review demonstrates that the cost of the proposals evaluated during your competitive bidding process included costs of both eligible, ineligible, and unposted products and services. FCC rules require applicants to carefully consider all bid solutions and choose the most cost effective solution with price of only the eligible products and services being the highest weighted factor in the bid evaluation process. The cost of ineligible and uposted products and services can be included in the bid evaluation as long as it is a separate factor and is not included with the eligible portion of the products and services as the primary factor. Because you included the cost of ineligible and unposted products and services in your evaluation of the price of each proposal, funding will be denied.	26	9/30/2017	Ed Holt	16024804	eRate Solutions, LLC.

Exhibit 11

FY 2016 FCDL for 471 No. 161025981, FRN 1699051692 (Switch FCDL)



E-Rate Productivity Center Thank you for your Funding Year 2016 Application for Universal Service Support and for any assistance you provided throughout our review.

This post contains your Funding Commitment Decision Letter for the FY 2016 FCC Form 471 Application Number 161025981 for SHAWNEE MISSION SCH DIST 512 – BEN 137619. The attached .csv file contains information about the committed status of the funding requests, and the FCDL Supplement contains additional important information. The FCDL date is 1/4/2017.

Please open the .csv file below for complete details about the commitments made for each of the Funding Requests. This file can be opened in any spreadsheet program. To make the information easier to read, first select the entire spreadsheet and then expand all of the columns in the document (in Excel, double click on the divider between the column headings, A, B, etc).

We are also sending this information to your service providers so that preparations can begin for delivering services based on the approved discount(s) after you file your FCC Form 486, Receipt of Service Confirmation Form.

The FCDL Supplement document provides more important information including steps for appealing USAC's funding decisions.

The "More Info" link below provides summary data about the commitments made to your company in this wave. Click on the date/time below to display the entire notification for easy printing.

Next Steps:

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review the Children's Internet Protection Act (CIPA) requirements.
- File the FCC Form 486 once you are ready to begin receiving services.
- If you are paying the full bill, invoice USAC using the FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form.



[FY 2016 FCDL Supplement](#)
PDF 113 KB



[FCC Form 471 - 161025981 - SHAWNEE MISSION SCH DIST 512](#)
CSV 3 KB

SMSD Nexus Switch 2...

Jan 5, 2017 ☆ 🔒 [Comment](#) [Hide Info](#) ▲

FCC Form 471
Application Number 161025981

Billed Entity Number
(BEN) 137619

Billed Entity Name SHAWNEE MISSION SCH DIST 512

Billed Entity FCC RN 0011775368

Applicant's Form
Identifier SMSD Nexus Switch 2016

FCDL Date Jan 4, 2017

Approved Amount \$0.00

Denied Amount \$105,838.02

Notification
Generated By eddieholt@eratesolutions.com

Notification
Generated On 01/05/2017 10:10 AM EST

BEN		137619
BEN_NAME	SHAWNEE MISSION SCH DIST 512	
FRN		1699051692
FCC Form 471		161025981
Status	Denied	
Service Type	Internal Connections	
Establishing FCC Form 470		160021678
SPIN		143004544
Service Provider	Sirius Computer Solutions, Inc.	
Contract Number		
Account Number		
Service Start Date		7/1/2016
Contract Expiration Date		6/30/2017
Award Date		4/1/2016
Expiration Date (All Extensions)		
Months Of Service In Funding Year		12
Total Eligible Recurring Charges		\$0.00
Total Eligible One Time Charges		\$131,653.20
Total Pre-Discount Charges		\$131,653.20
Discount Rate		60.00%
Committed Amount		\$0.00

The total number of Part-Time Students for entity Center for Academic Achievement was decreased from 8452 to 621 students that could be validated by third party data. The applicant supplied valid third party data to support the lower than requested total number of Part-Time Students for this school.

<><><><> FRN(s) modified in accordance with a RAL request.

Application FCDL Comments

DR1: Documentation provided during the review demonstrates that the cost of the proposals evaluated during your competitive bidding process included costs of both eligible, ineligible, and unposted products and services. FCC rules require applicants to carefully consider all bid solutions and choose the most cost effective solution with price of only the eligible products and services being the highest weighted factor in the bid evaluation process. The cost of ineligible and unposted products and services can be included in the bid evaluation as long as it is a separate factor and is not included with the eligible portion of the products and services as the primary factor. Because you included the cost of ineligible and unposted products and services in your evaluation of the price of each proposal, funding will be denied.

<><><><> DR2: FCC Rules require applicants to carefully consider all bids submitted by service providers and to choose the most cost effective solution. Documentation provided demonstrates that the applicant did not consider all of the bids that were submitted. Therefore, the applicant has violated the competitive bidding program rules.

<><><><> MR1: All entities in the district have been added to the FRN as recipients of service at the request of the applicant. <><><><> MR2: The amount of the funding request was changed from \$176,396.70 to \$131,653.20 to remove the ineligible products; Con-SAU-N7DCNMSB, Con-SNT-N7K-C7009, Con-SNT-N7KKSMNK9, Con-SNT-2248EBA, Cisco Nexus 7000 series network analysis module, N7K-SBUN-P1.

FCDL Comments

Wave Number		28
Last Allowable Date For One Time Services		9/30/2017
Consultant Name	Ed Holt	
CRN		16024804
Consultant Employer Name	eRate Solutions, L.L.C.	

Exhibit 12

UPS Services Bid Comparison Chart

UPS BID

CDW			
PART#	QUANTITY	UNIT PRICE	TOTAL COST
SM2200RML2UP	555	\$564.84	\$313,486.20
2-9USTAND	555	\$24.88	\$13,808.40
BP48V27-2US	70	\$492.00	\$34,440.00
TOTAL ELIGIBLE COST			\$361,734.60
PART#	QUANTITY	UNIT PRICE	TOTAL COST
WEXT2J	555	\$112.00	\$62,160.00
WEXT3M	70	\$252.00	\$17,640.00
SNMPWEBCARD	555	\$100.00	\$55,500.00
TOTAL INELIGIBLE COST			\$135,300.00
TOTAL ELIGIBLE COST			\$361,734.60
TOTAL INELIGIBLE COST			\$135,300.00
TOTAL BID			\$497,034.60

Kinetic Technologies			
PART#	QUANTITY	UNIT PRICE	TOTAL COST
SM2200RML2UP	555	\$1,196.57	\$664,096.35
2-9USTAND	555	NO BID	\$0.00
BP48V27-2US*	70	\$569.23	\$39,846.10
TOTAL ELIGIBLE COST			\$703,942.45
*We only need 70, but they quoted 625.			
PART#	QUANTITY	UNIT PRICE	TOTAL COST
WEXT2J	555	NO Bid	\$0.00
WEXT3M	70	NO Bid	\$0.00
SNMPWEBCARD	555	NO BID	\$0.00
TOTAL INELIGIBLE COST			\$0.00
TOTAL ELIGIBLE COST			\$703,942.45
TOTAL INELIGIBLE COST			\$0.00
TOTAL BID FOR OTHER PROJECTS/INCORRECT BIDS			\$387,293.99
TOTAL BID			\$1,091,236.44
<u>DID NOT BID MAINTENANCE SPECIFICALLY REQUESTED ON 470</u>			

Two Trees			
PART#	QUANTITY	UNIT PRICE	TOTAL COST
SM2200RML2UP	555	\$604.00	\$335,220.00
2-9USTAND	555	\$32.50	\$18,037.50
BP48V27-2US	70	\$538.00	\$37,660.00
TOTAL ELIGIBLE COST			\$390,917.50
PART#	QUANTITY	UNIT PRICE	TOTAL COST
WEXT2J	555	\$123.00	\$68,265.00
WEXT3M	70	\$277.00	\$19,390.00
SNMPWEBCARD	555	\$110.50	\$61,327.50
TOTAL INELIGIBLE COST			\$148,982.50
TOTAL ELIGIBLE COST			\$390,917.50
TOTAL INELIGIBLE COST			\$148,982.50
TOTAL BID			\$539,900.00

AOS			
PART#	QUANTITY	UNIT PRICE	TOTAL COST
PS2200RT3-120XR*	555	\$687.46	\$381,540.30
2-9USTAND	555	NO BID	\$0.00
PSRT3-48VBXR	70	\$221.76	\$15,523.20
TOTAL ELIGIBLE COST			\$397,063.50
*Its math is wrong: \$687.46 x 555 = \$381,540.30, NOT \$381,538.08			
PART#	QUANTITY	UNIT PRICE	TOTAL COST
3WEPS2200RT3XR	555	\$210.63	\$116,899.65
3WEPSRT3-48VBXR*	70	\$71.76	\$5,023.20
WEBCARD-RT3*	555	\$95.32	\$52,902.60
TOTAL INELIGIBLE COST			\$174,825.45
*Its math is wrong on these, too. \$71.76 x 70 is \$5,023.20, NOT \$5,022.99 \$95.32 x 555 is \$52,902.60, NOT \$52,902.05			
TOTAL ELIGIBLE COST			\$397,063.50
TOTAL INELIGIBLE COST			\$174,825.45
TOTAL BID			\$571,888.95
<u>DID NOT BID THE RACK TO TOWER CONVERSION KIT. 470 SAYS IT IS NEEDED BY THE SCHOOL DIST</u>			

Exhibit 13

Nexus Switch Bid Comparison Chart

Cisco Nexus 7009 Bundle

	NCS			Sirius			Two Trees*			AOS		
PART #	QUANTITY	UNIT PRICE	TOTAL COST	QUANTITY	UNIT PRICE	TOTAL COST	QUANTITY	UNIT PRICE	TOTAL COST	QUANTITY	UNIT PRICE	TOTAL COST
N7K-C7009	1	\$55,200.00	\$55,200.00	1	\$47,040.00	\$47,040.00	1	\$12,626.00	\$12,626.00	1	\$47,342.40	\$47,342.40
N2K-C2248TP-E	2	\$4,435.72	\$8,871.43	2	\$3,780.00	\$7,560.00		NO BID	\$0.00	2	\$3,804.30	\$7,608.60
N7K-AC-6.0KW	2	\$2,957.15	\$5,914.30	2	\$2,520.00	\$5,040.00	1	\$3,788.00	\$3,788.00	2	\$2,536.20	\$5,072.40
CON-SW-2248EBA	2	\$158.41	\$316.81	2	\$153.40	\$306.80		NO BID	\$0.00	2	\$153.28	\$306.56
CON-SNT-N7K-C7009	1	\$7,385.40	\$7,385.40	1	\$5,818.80	\$5,818.80	1	\$6,130.00	\$6,130.00	1	\$5,814.32	\$5,814.32
SFP-H10GB-CU5M	2	\$73.93	\$147.86	2	\$63.00	\$126.00		NO BID	\$0.00	2	\$63.41	\$126.82
SFP-H10GB-CU3M	2	\$49.29	\$98.57	2	\$42.00	\$84.00		NO BID	\$0.00	2	\$42.27	\$84.54
SFP-10G-SR	8	\$490.39	\$3,923.14	8	\$417.90	\$3,343.20		NO BID	\$0.00	8	\$420.59	\$3,364.72
N7K-SBUN-P1	1	\$31,071.43	\$31,071.43	1	\$21,000.00	\$21,000.00		NO BID	\$0.00	1	\$21,135.00	\$21,135.00
N7K-C7009-FD-MB	1	\$739.28	\$739.28	1	\$630.00	\$630.00		NO BID	\$0.00	1	\$634.05	\$634.05
N7K-F248XT-25E-P1	1	\$14,292.85	\$14,292.85	1	\$12,180.00	\$12,180.00		NO BID	\$0.00	1	\$12,258.30	\$12,258.30
N7K-F248XP-25E	2	\$21,685.71	\$43,371.42	2	\$18,480.00	\$36,960.00		NO BID	\$0.00	2	\$18,598.80	\$37,197.60
	TOTAL ELIGIBLE		\$171,332.49	TOTAL ELIGIBLE		\$140,088.80	TOTAL ELIGIBLE		\$22,544.00	TOTAL ELIGIBLE		\$140,945.31
N7K-Lan1K9		\$0.00	\$0.00		\$0.00	\$0.00	1	\$9,385.00	\$9,385.00		\$0.00	\$0.00
N7K-SUP2		\$0.00	\$0.00		\$0.00	\$0.00	1	\$15,635.00	\$15,635.00		\$0.00	\$0.00
N7K-USB-8GB		\$0.00	\$0.00		\$0.00	\$0.00	1	\$892.00	\$892.00		\$0.00	\$0.00
CON-SNT-N7KSMNK9	1	\$4,950.00	\$4,950.00	1	\$3,900.00	\$3,900.00		NO BID	\$0.00	1	\$3,897.00	\$3,897.00
N7K-C7009-FAB-2		\$0.00	\$0.00		\$0.00	\$0.00	3	\$7,505.00	\$22,515.00		\$0.00	\$0.00
N7K-SM-NAM-9G-K9	1	\$46,604.04	\$46,604.04	1	\$31,497.90	\$31,497.90		NO BID	\$0.00	1	\$31,700.39	\$31,700.39
CON-SAU-N7DCNMSB	1	\$1,155.00	\$1,155.00	1	\$910.00	\$910.00		NO BID	\$0.00	1	\$909.30	\$909.30
N7K-MODLE-BLANK	3	\$49.27	\$147.86	NO BID		\$0.00	NO BID		\$0.00	NO BID		\$0.00
	TOTAL INELIGIBLE		\$52,856.90	TOTAL INELIGIBLE		\$36,307.90	TOTAL INELIGIBLE		\$48,427.00	TOTAL INELIGIBLE		\$36,506.69
	TOTAL ELIGIBLE COST		\$171,332.49	TOTAL ELIGIBLE COST		\$140,088.80	TOTAL ELIGIBLE COST		\$22,544.00	TOTAL ELIGIBLE COST		\$140,945.31
	TOTAL INELIGIBLE COST		\$52,856.90	TOTAL INELIGIBLE COST		\$36,307.90	TOTAL INELIGIBLE COST		\$48,427.00	TOTAL INELIGIBLE COST		\$36,506.69
	TOTAL BID		\$224,189.39	TOTAL BID		\$176,396.70	TOTAL BID		\$70,971.00	TOTAL BID		\$177,452.00

***Twotrees' bid did not include all of the necessary components SMSD sought**